

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BINH THANH IMPORT EXPORT	:	
PRODUCTION & TRADE JOINT CO., D/B/A	:	
GILIMEX, INC.,	:	23 Civ. 292 (LGS)
	:	
Plaintiff,	:	
	:	
-against-	:	<u>ORDER</u>
	:	
AMAZON.COM SERVICES LLC, D/B/A	:	
AMAZON ROBOTICS ,	:	
	:	
Defendant,	:	
-----X	:	

LORNA G. SCHOFIELD, District Judge:

WHEREAS, the parties are required to submit statements of the case.

WHEREAS, Exhibit A is a sample statement of the case from a prior trial before this Court. It is hereby,

ORDERED that both parties shall confer and submit a joint statement of the case, using Exhibit A as an example, by **June 13, 2025**. Should the parties be unable to reach agreement, each side shall submit a separate statement of the case in accordance with Exhibit A.

Dated: June 9, 2025

New York, New York

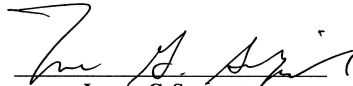

LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

EXHIBIT A

I. STATEMENT OF THE CASE

The plaintiff in this case is a company called Manbro Energy Corporation, which I will call “Manbro.” The defendants are Dr. Purnendu Chatterjee and three companies he controls called Chatterjee Advisors, LLC, Chatterjee Fund Management, LP and Chatterjee Management Company. The term “plaintiff” just means a person who brought the lawsuit, and “defendant” means a person who is sued. During your deliberations, you must not attach any significance to the terms “plaintiff” and “defendant” in weighing the evidence.

In 1996, Manbro invested money in a hedge fund managed by one of the Defendants, Chatterjee Advisors. In 1999, Manbro withdrew from that fund. In return, Manbro received a mixture of cash and an interest in a different investment fund, which held assets that could not readily be sold for cash. Manbro continued to own interests in this second fund from 1999 until 2018. Defendants announced that they would close the fund and pay a final cash distribution to Manbro and the other investors in May 2017.

Manbro alleges the main issue in this case is whether Defendants conducted this buyout at a time and in a manner designed to enrich themselves at the expense of Manbro. Manbro alleges that they did, and brings three legal claims, one against each Defendant: (1) that Chatterjee Advisors breached its contractual promise to Manbro to act with good faith and fair dealing, (2) that Dr. Chatterjee breached his fiduciary duty to Manbro and (3) that Chatterjee Fund Management and Chatterjee Management Company aided and abetted Dr. Chatterjee’s breach of fiduciary duty to Manbro. Defendants deny that they breached any duty owed to Manbro.

This is just a summary of the parties’ claims and defenses and does not reflect my views about the case or the evidence you will hear.